

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division

TREVOR FITZGIBBON

Plaintiff,

V.

JESSELYN A. RADACK

Defendant.

Case No. 3:19-cv-477-REP

## DECLARATION OF TREVOR FITZGIBBON

Trevor Fitzgibbon states and deposes as follows, under penalty of perjury:

1. I am over 21 years of age and otherwise competent to make this Declaration. I have personal knowledge of the statements contained herein based upon (a) documents and information in my possession and control, (b) my personal observations, memory, and experiences, (c) public information and statements by Defendant, Jesselyn Radack (“Radack”), on the Internet and on Twitter, and (d) documents known or reasonably believed to be in the possession, custody and control of others. The statements in this Declaration are true and accurate to the best of my knowledge, information and belief.

2. I am the Plaintiff in this action. I authorized my counsel to file this action.

I affirm that the facts alleged in my third amended complaint [filed as *ECF No. 87* in this case] are truthful and accurate to the best of my knowledge and belief. All the hyperlinks in my third amended complaint are active as of May 28, 2020.

3. On April 13, 2018, I commenced an action against Radack in the United States District Court for the Eastern District of Virginia (Case 3:18-cv-247-REP) (the “Original Radack Action”). In my second amended complaint filed in the Original Radack Action [Document 60], I alleged claims of malicious prosecution, defamation, insulting words, abuse of process, and conspiracy. I sought money damages.

4. On April 9, 2019, Radack and I signed a settlement agreement (“Agreement”) in which we resolved all claims, counterclaims and disputes between us, including those stated in the Original Radack Action. A true and complete copy of the Agreement is attached to my Declaration as Exhibit “A”. The Agreement is governed by Virginia law. Radack delivered the settlement checks to Virginia and made the representations that induced the settlement in Virginia. I was induced by Radack’s representations to enter into the Agreement.

5. Paragraph 4 of the settlement agreement contains the following material terms and conditions:

a. The Parties each covenant and agree that they will not tweet, retweet, reply, like or otherwise post anything on Twitter, Facebook, YouTube or any other social media platform, or any other print or media outlet, that mentions the other or that is of and concerning the other. For purposes of this Agreement, a statement is “of and concerning” a Party if the publication was intended to refer to him/her and would be so understood by persons reading it who knew him/her or if the publication was in its description or identification such as to lead those who knew or knew of the Party to believe that the statement was intended to refer to him/her.

b. The Parties covenant and agree that they will not direct, request, encourage, entice, procure or otherwise cause any third party, including but not limited to any friends, colleagues, or clients of the other, to tweet, retweet, reply, like or otherwise post anything on Twitter, Facebook, YouTube, any other social media platform, or any print or media outlet, that mentions the other or that is of and concerning the other.

c. In addition to the mutual affirmative covenants in paragraphs 4(a) and 4(b) above, each Party covenants and agrees that they will refrain from publishing, making, printing or communicating, electronically, orally, in writing, or in any other manner, to any third party (excluding family members) or to the print or broadcast media, within social media of any nature, or on the Internet, any disparaging comments or words that would cause or contribute to such Party being held in disrepute by the public.

d. For purposes of this Agreement, “disparaging” means defamatory, derogatory, deprecating, detracting, and/or pejorative. Nothing herein is intended to restrain or otherwise prohibit disclosures, communications, statements, or comments compelled pursuant to lawful order or process of a judicial, administrative, civil or criminal authority or proceeding.

6. Paragraph 4(e) of the settlement agreement provides that:

e. The Parties acknowledge and agree that a material breach of the provisions of this paragraph 4 would result in significant damage to the non-breaching Party. The Parties hereby acknowledge and agree that the amount of damages in the event of a material breach of the provisions of this paragraph 4 would be difficult or impossible to determine and that the amount \$1,000 for each tweet, retweet, reply, like, post or comment that violates paragraphs 4(a), 4(b)( or 4(c) is the best and most accurate estimate of the damages the non-breaching Party would suffer in the event of a material breach of this paragraph 4, that such estimate is reasonable under the circumstances existing as of the date of this Agreement and under the circumstances that the Parties reasonably anticipate would exist at the time of such material breach and that the breaching Party agrees to pay the non-breaching Party that amount as liquidated damages, and not as a penalty, if the non-breaching Party asserts, and a court of competent jurisdiction confirms, such a material breach. The burden of proof in any action alleging a breach of this paragraph 4 shall be proof by clear and convincing evidence.

7. Paragraph 12 of the settlement agreement provides that:

12. Confidentiality. The Parties agree that they will not disclose the terms and conditions of this Agreement to any person or entity, directly or indirectly. The Parties agree that they will jointly request, and/or jointly cooperate in requesting, that the approval of these settlement terms remain confidential and that the explicit terms of this settlement remain under seal. Nothing herein is intended to restrain or otherwise prohibit disclosures, communications, or comments (i) to the Parties’ attorneys, officers and directors, tax advisors, financial advisors, bankers, and spouses, or (ii) compelled pursuant to lawful order or process of a judicial, administrative, civil or criminal authority or proceeding, or (iii) as required or necessary to enforce this Agreement.

8. Paragraph 19 of the settlement agreement states that:

19. Enforcement of Agreement; Attorneys' Fees. If any suit or action is filed by any Party to enforce any of the terms of this Agreement, the prevailing Party in such suit or action shall be entitled to recover all of their costs, expenses and attorney's fees incurred in connection with such suit, including, without limitation, all costs, expenses and attorney's fees incurred on any appeal, from the non-prevailing Party.

9. The settlement agreement is a valid and enforceable contract.

10. After April 9, 2019, Radack (a) tweeted, retweeted, replied to, liked or otherwise posting statements on Twitter that mentioned me or that were of and concerning me, (b) directed, requested, encouraged, enticed, procured or otherwise caused third parties, including, but not limited to, her followers, friends, and colleagues, to tweet, retweet, reply, like or otherwise post statements on Twitter that mentioned me or that were of and concerning me, (c) published, made, printed or communicated to third parties (who were not family members) disparaging comments or words that would cause or contribute to me being held in disrepute by the public, and/or (d) disclosed the terms and conditions of the settlement agreement to unauthorized persons, including Raymond Johansen and the user of the Twitter account @jimmysllama.

11. Between April 9, 2019 and the present, I took screenshots of tweets, retweets, replies, and likes that Radack published or otherwise posted on Twitter. I also received copies of direct messages from an attorney in Florida named Eric Morgan. The tweets, retweets, replies, likes and direct messages identified in this Declaration are true and complete copies of the originals. They have not been altered in any way.

12. After April 9, 2019, Radack published the following tweets, retweets, replies, likes, and direct messages that mention me or that are of and concerning me:



12(a)



12(b)



12(c)


**unRAD-ACKted** @JesselynRadack · 19h

Please unfollow me if you also follow @Millenial1706, bc you unwittingly become a conduit for this kind of abuse:


**#FreeAssange** ⌚ @... · 5/18/19  
 fuck all of you but first of all fuck you [@jesselynradack](#)

3 1 8

11 8 18


**Randy Credico** @Credico2016 · 17h

Wtf?

3 1


**@Kaidinn was suspended. Unity4J destroyer.**  
 @vcruytlczsdfa

Replying to @Credico2016 @JesselynRadack and @Millenial1706  
 Yes Randy it's by the "movement" unity4j who are working for serial rapist Fitzgibbon to harass Jesselyn into silence what he did to her. This is being spearheaded by Fitzgibbon, his girlfriend Diani, and unity4j's Suzie/Elizabeth/Caitlin/others.

8:31 PM · May 25, 2019 · [TweetDeck](#)

1 1 1

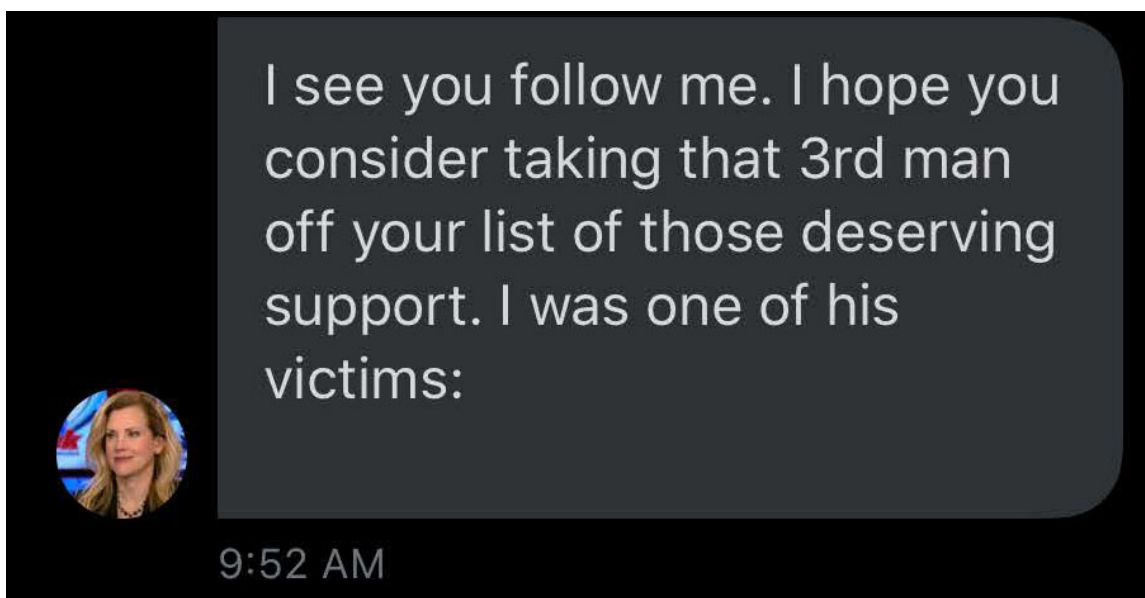

**unRAD-ACKted** @JesselynRadack · 2h

Replying to @vcruytlczsdfa @Credico2016 and @Millenial1706  
 Exactly.

12(d)



12(e)



12(f)

As part of Settlement, to end YEARS of stalking, I withdrew (not retracted) my allegations bc Trump financier Ed Butowsky has been underwriting TF's retaliatory actions against multiple victims,

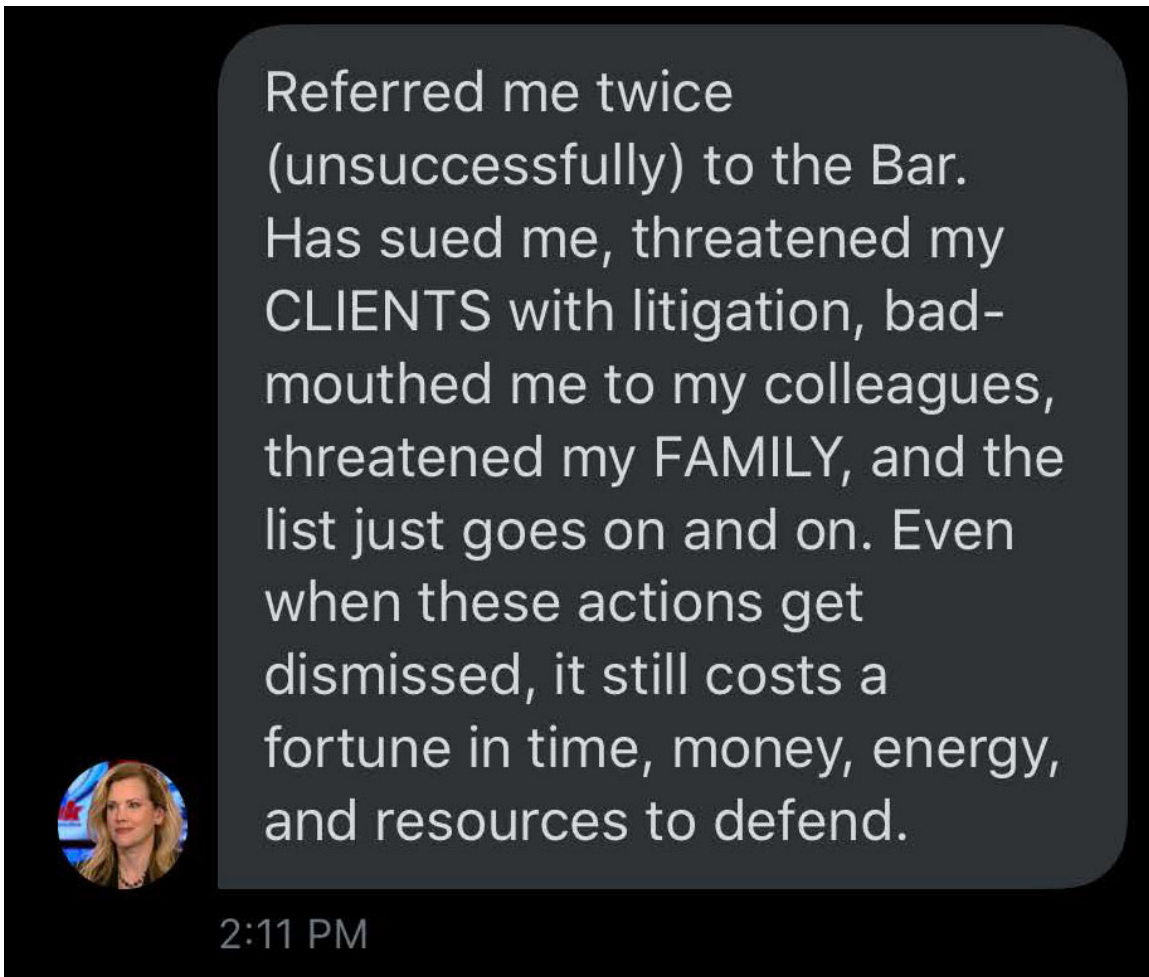


The Disturbing Story Of  
Widespread Sexual Assault Al...  
[huffpost.com](https://huffpost.com)



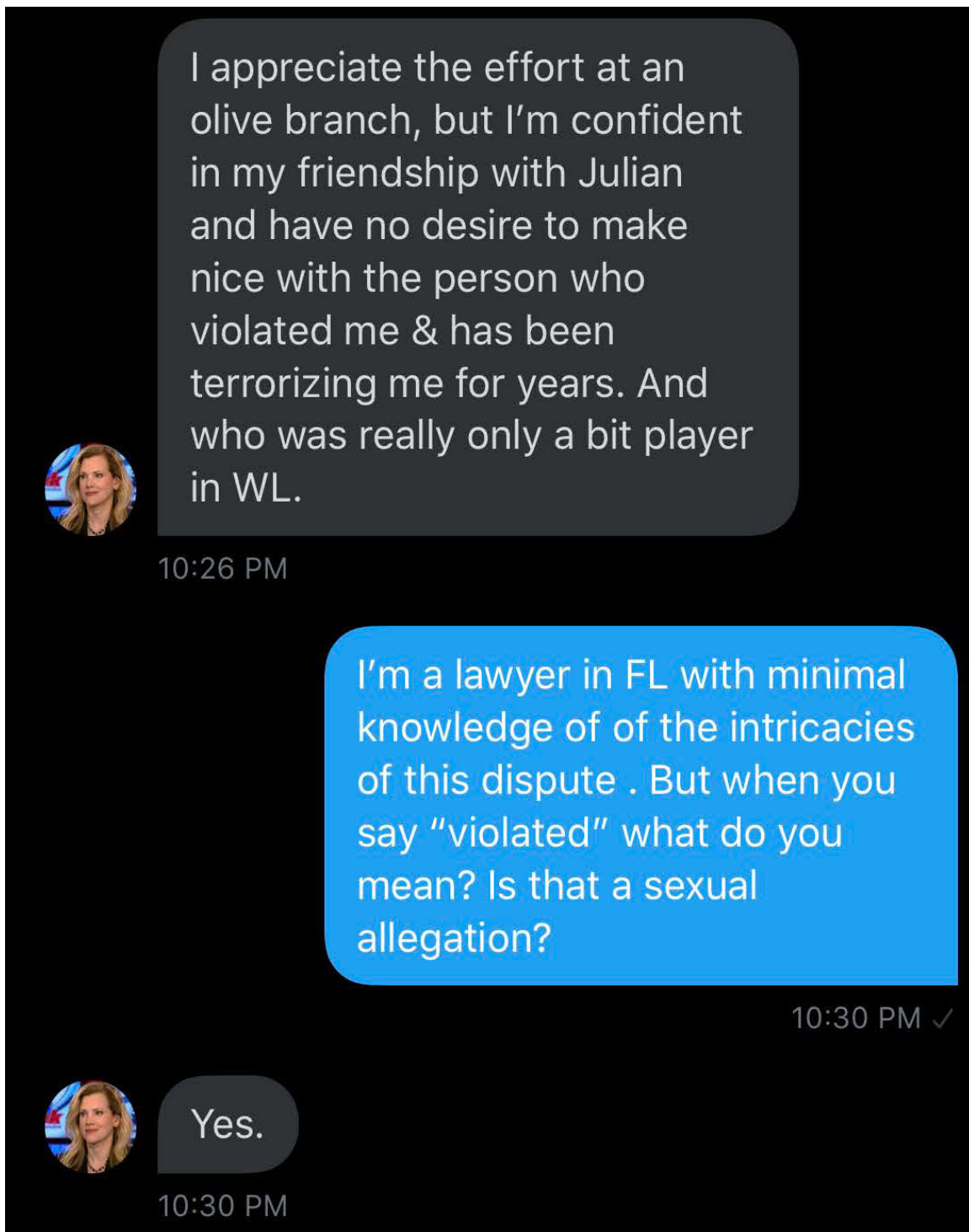
10:39 AM

12(g)

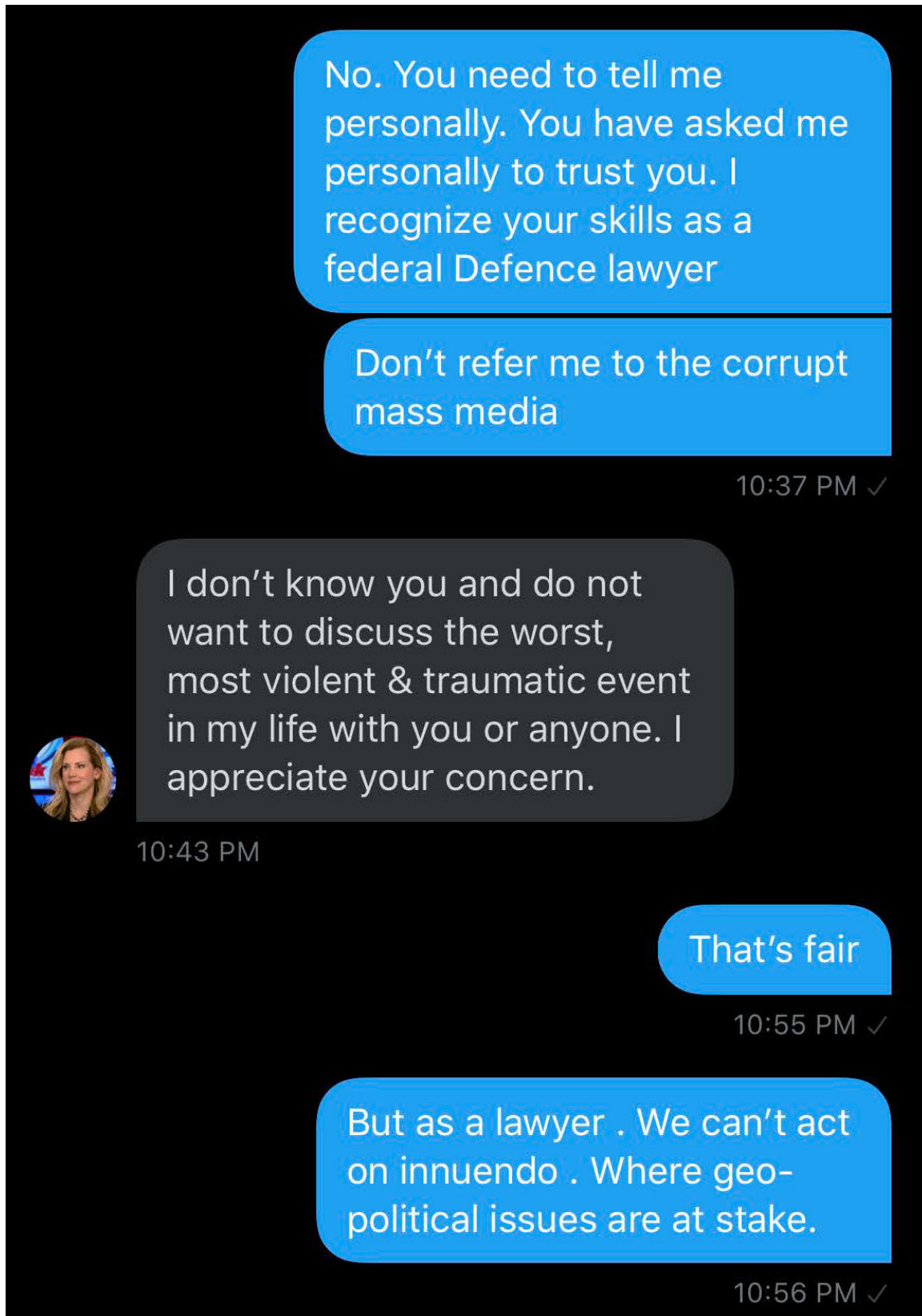




12(h)



12(i)



12(j)




12(k)

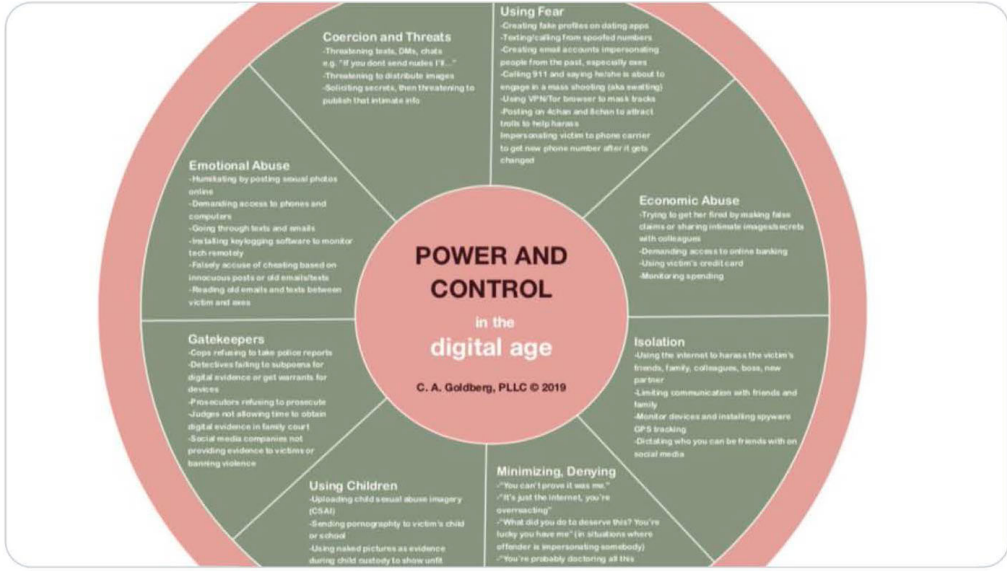




12(l)

**Carrie A. Goldberg**  @cagoldberglaw · 3h

We updated the Power and Control Wheel for the digital age!!! All traditional elements of intimate partner violence are manifested in tech -- fear, economic abuse, isolation, minimizing & denying, using children, emotional abuse, coercion & threats.



**POWER AND CONTROL**  
in the  
digital age  
C. A. Goldberg, PLLC © 2019

- Coercion and Threats**
  - Threatening texts, DMs, chats
  - e.g. "If you don't send me this I'll..."
  - Threatening to distribute images
  - Deleting secrets, then threatening to publish that intimate info
- Using Fear**
  - Creating fake profiles on dating apps
  - Texting/calling from spoofed numbers
  - Creating email accounts impersonating people from the past, especially ones
  - Calling 911 and saying he/she is about to engage in a mass shooting (aka swatting)
  - Using VPN for browser to mask tracks
  - Posting on Facebook and Twitter to attract trolls to help harass
  - Impersonating victim to phone carrier to get new phone number after it gets changed
- Economic Abuse**
  - Trying to get her fired by making false claims or sharing intimate images/emails with colleagues
  - Demanding access to online banking
  - Using victim's credit card
  - Monitoring spending
- Isolation**
  - Using the internet to harass the victim's friends, family, colleagues, boss, new partner
  - Limiting communication with friends and family
  - Monitor devices and installing spyware
  - GPS tracking
  - Dictating who you can be friends with on social media
- Minimizing, Denying**
  - "We can't prove it was me."
  - "It's just the internet, you're overreacting."
  - "What did you do to deserve this? You're lucky you have me!" (in situations where offender is impersonating somebody)
  - "You're probably delusional, all this"
- Using Children**
  - Uploading child sexual abuse imagery (CSAI)
  - Sending pornography to victim's child or school
  - Using naked pictures as evidence during child custody to show unfil
- Gatekeepers**
  - Cops refusing to take police reports
  - Prosecutors failing to subpoena for digital evidence or get warrants for devices
  - Prosecutors refusing to prosecute
  - Judges not allowing time to obtain digital evidence in family court
  - Social media companies not providing evidence to victims or banning violence
- Emotional Abuse**
  - Humiliating by posting sexual photos online
  - Demanding access to phones and computers
  - Going through texts and emails
  - Installing keylogging software to monitor tech remotely
  - Falsely accuse of cheating based on innocuous posts or old emails/texts
  - Reading old emails and texts between victim and ones

4 24 43

**unRADACKted**  
@JesselynRadack

Replying to @cagoldberglaw

Can I put his picture in the middle and throw darts at it?  
Because he fits every element on this wheel.

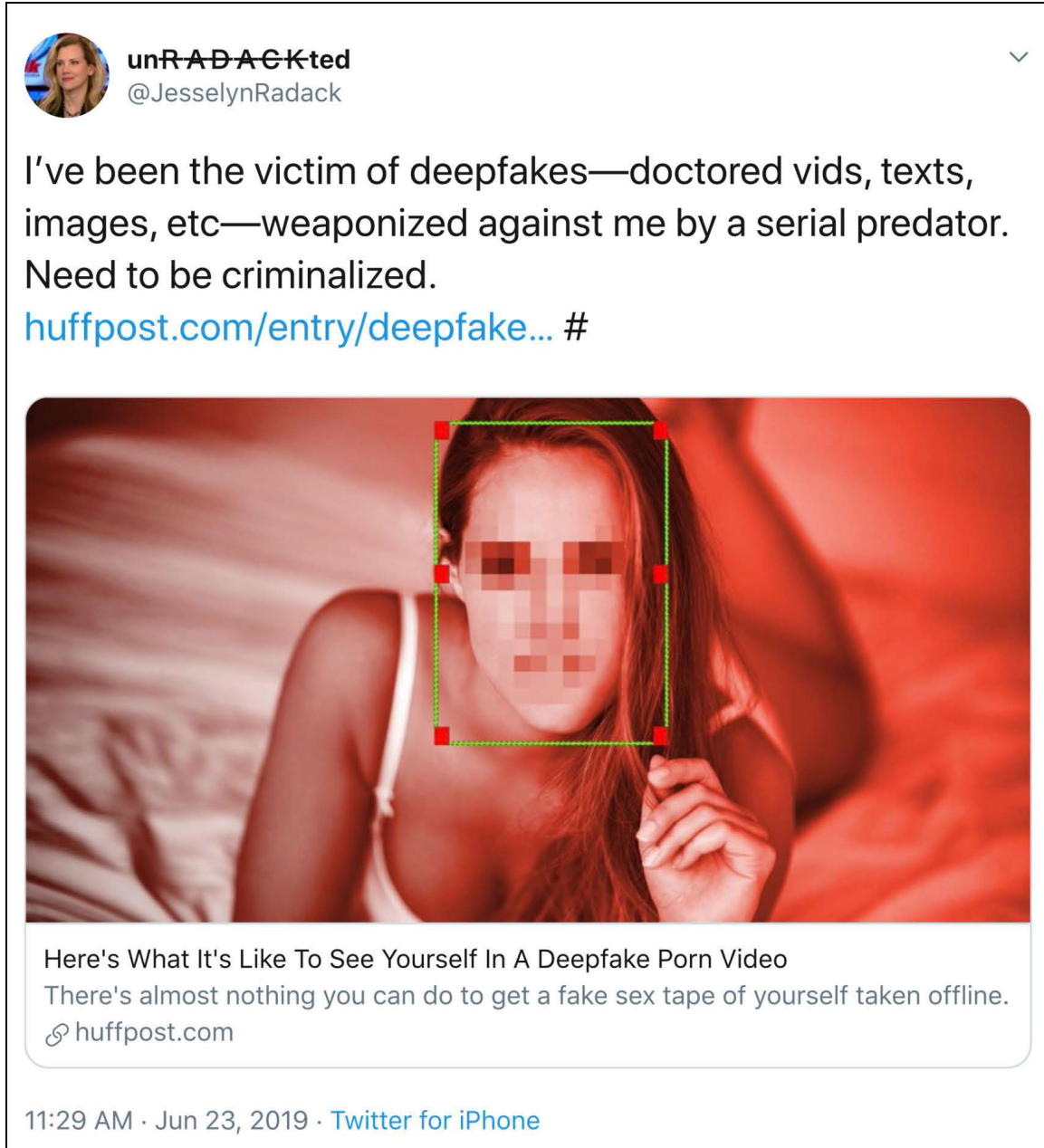
12:34 PM · Jun 13, 2019 · [Twitter for iPhone](#)



12(m)



12(n)



12(o)



12(p)

**Angelo Carusone**  @GoAngelo · Jun 3, 2018

Sinclair's @SharylAttkisson did a full segment today defending widely recognized sexual harasser Trevor Fitzgibbon, dismissed the reports from \*many\* women, never once even featured a single statement from the women that came forward. Just defended a sexual harasser.

[Show this thread](#)



23



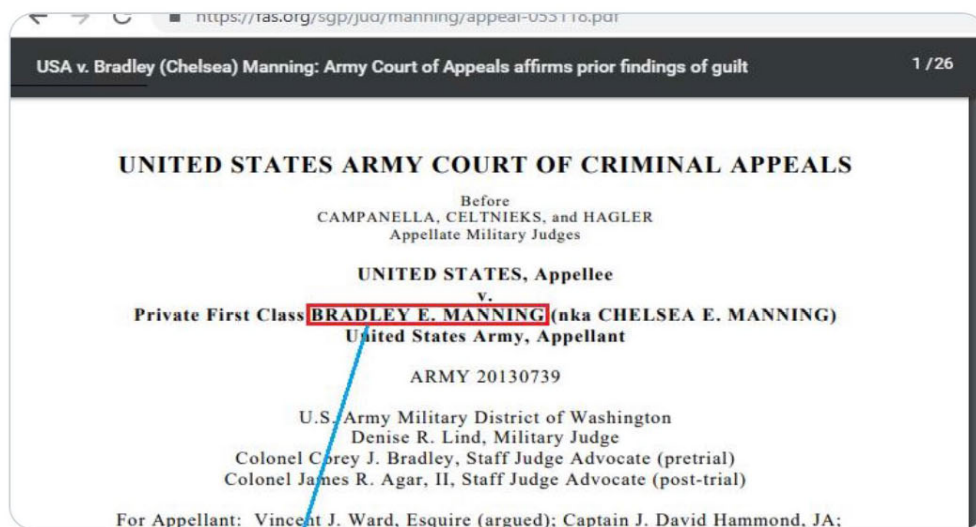
106



296

**General Sands** @MilitiaChief · Jun 19

@GoAngelo Julian Assange's PR man Trevor FitzGibbon contacted me recently. @Snowden's lawyer @JesselynRadack says he raped her. I met Sharyl Attkisson at Clinton's #whistleblower summit. I know for a fact @georgesoros funds Snowden, Manning & Assange. My name is General Sands.



2



1

**unRADACKted**

@JesselynRadack

Replying to @MilitiaChief @SharylAttkisson and 3 others

Wrong on 3 counts. 1) He was never #Assange's "PR man," 2) Anyone can be an amicus on a brief, 3) Soros is not funding @Snowden or @xychelsea.

1:01 PM · Jun 26, 2019 · [Twitter for iPhone](#)

12(q)





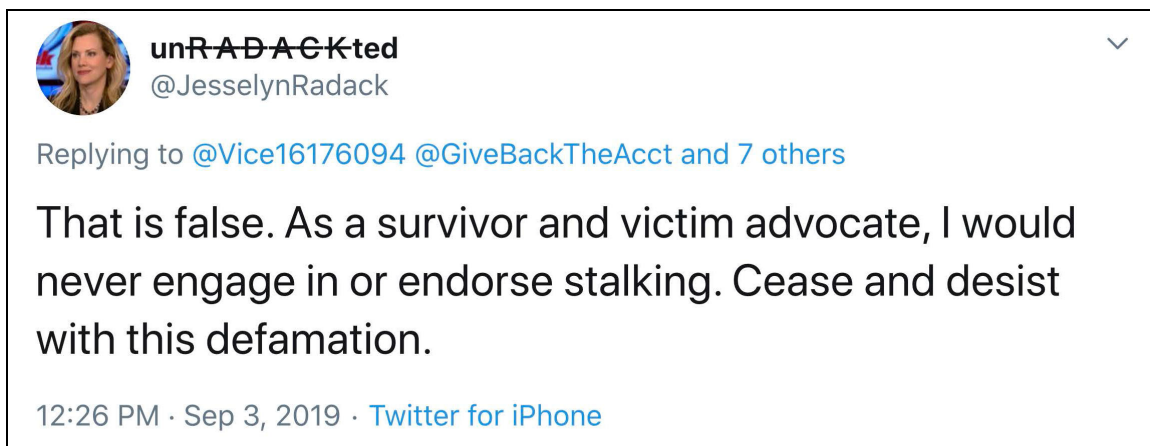
12(r)



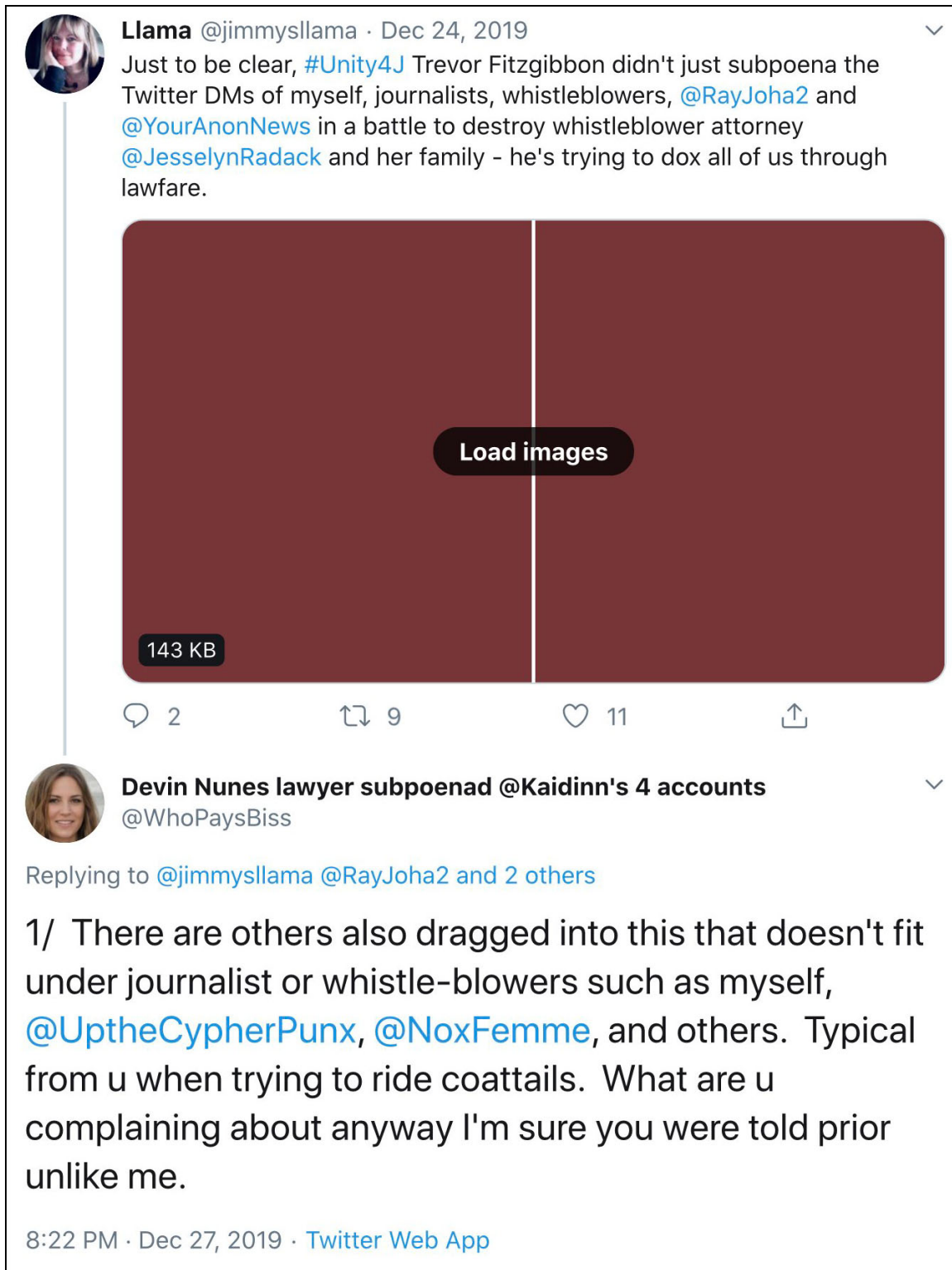
12(s)



12(t)

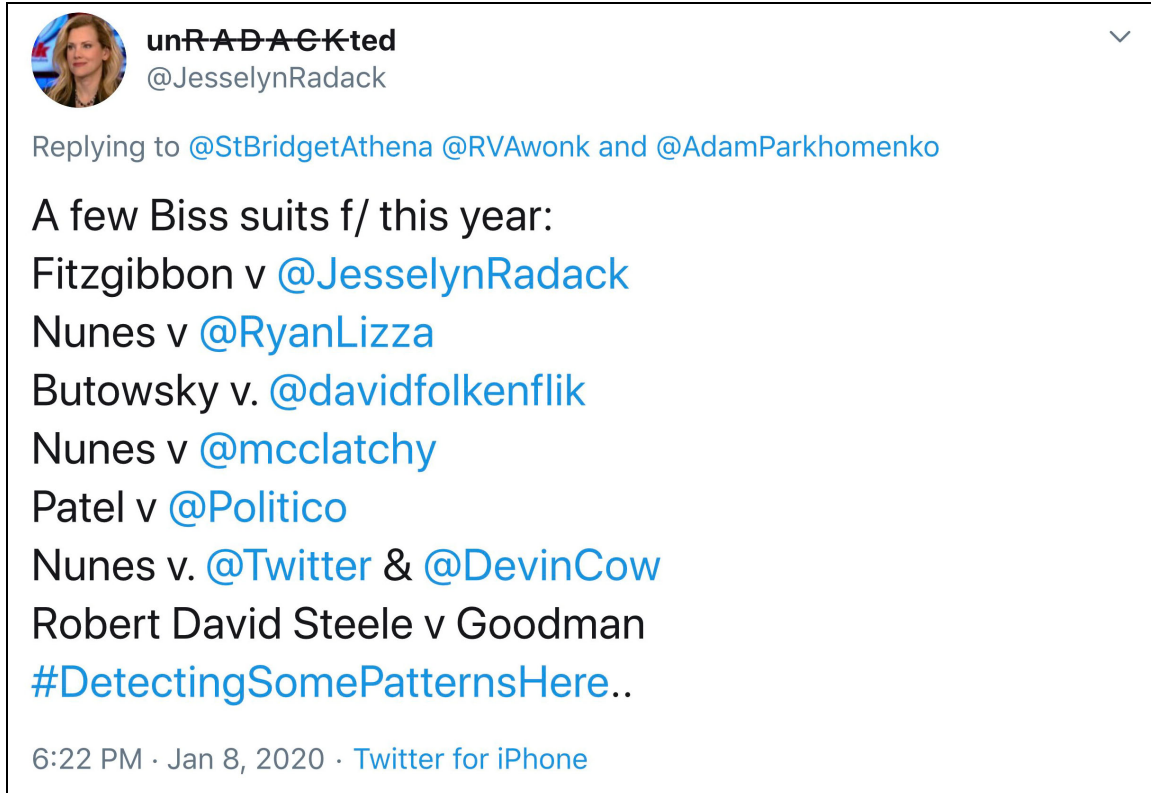


12(u)

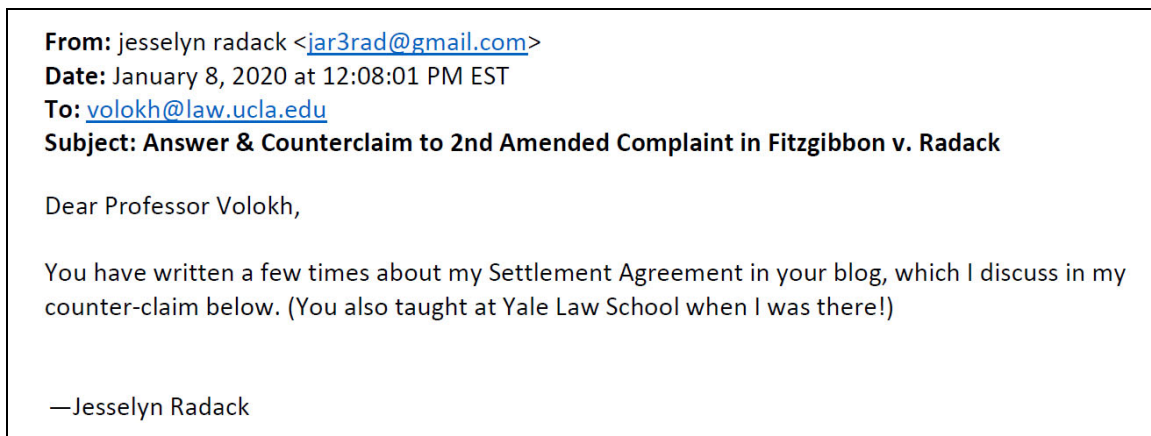


[illegible]

12(w)



12(x)





12(y)

**From:** jesselyn radack <[jar3rad@gmail.com](mailto:jar3rad@gmail.com)>  
**Date:** January 8, 2020 at 2:28:51 PM EST  
**To:** Raymond Johansen <[Raymond.Johansen@hacktivistculture.com](mailto:Raymond.Johansen@hacktivistculture.com)>, Bailey Lamon <[bailey.lamon@protonmail.ch](mailto:bailey.lamon@protonmail.ch)>  
**Subject:** My counterclaim against TF

12(z)



**Ella Mae** @StBridgetAthena · Jan 10  
Yeah. When I was going through things today it looked like there were two?

 6   



**unRAD-ACKted**  
@JesselynRadack

Replying to @uno01112020 @StBridgetAthena and 15 others

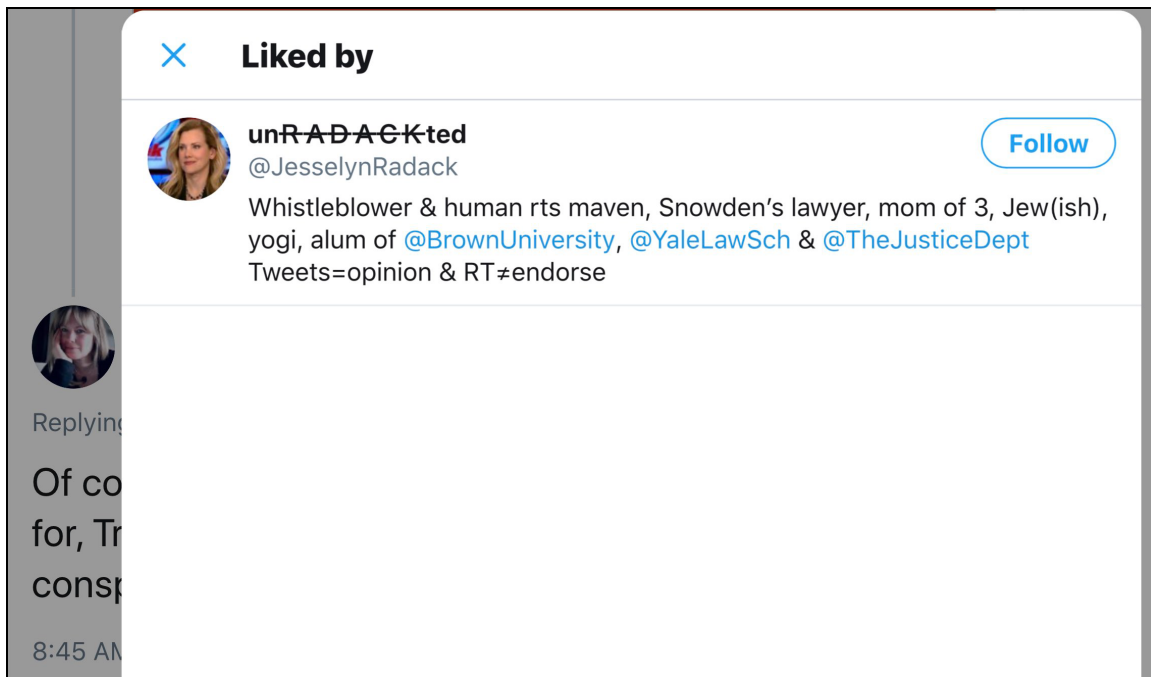
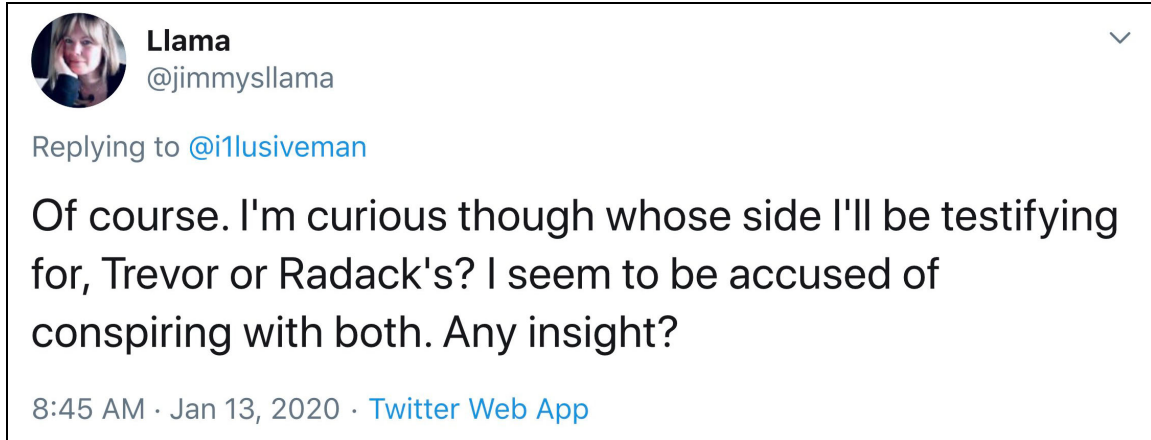
Dismissed.

Case 3:18-cv-00247-REP Document 98 Filed 05/02/19 Page 1 of 1 PageID# 1245

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
Richmond Division

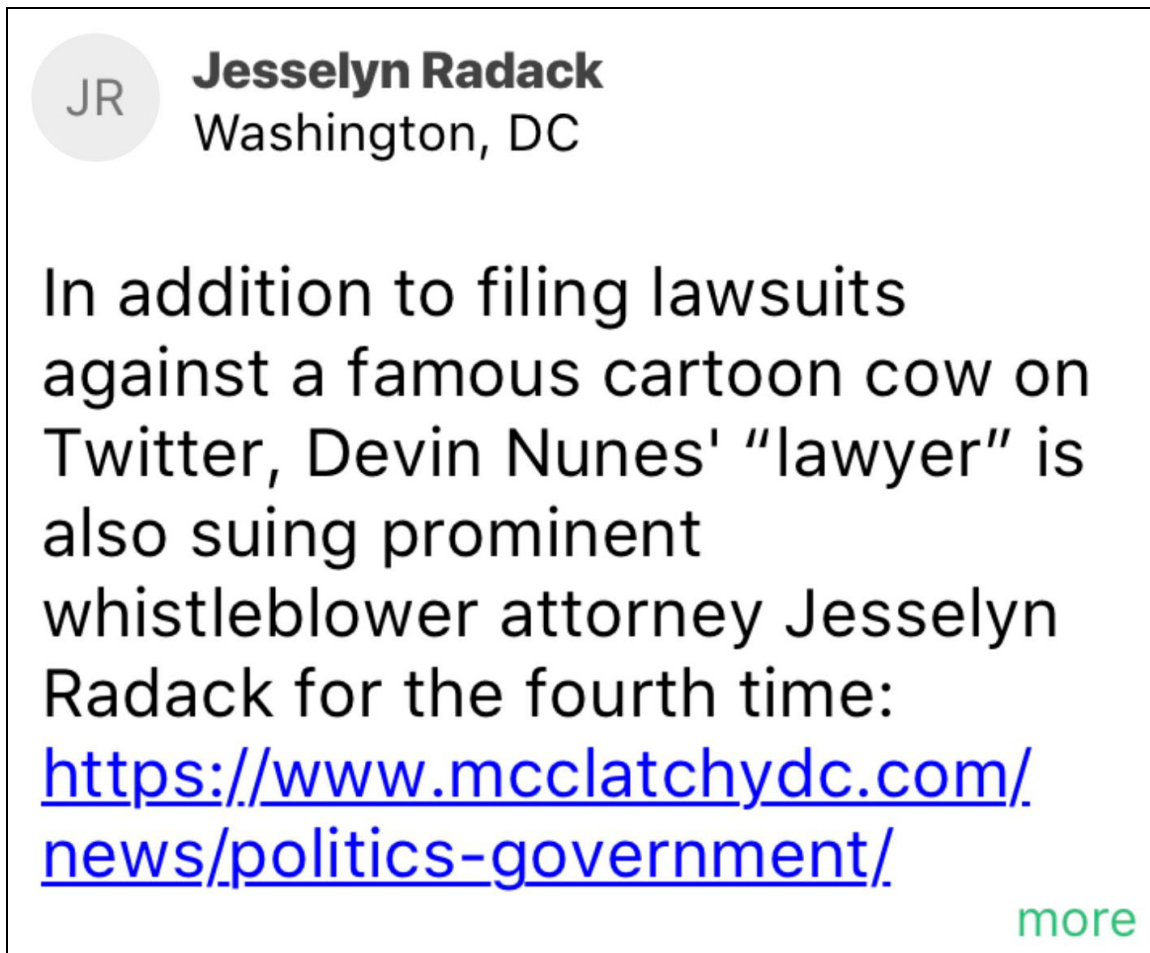
TREVOR FITZGIBBON	)	
	)	
Plaintiff,	)	
	)	
v.	)	Case No. 3:18-cv-247-REP
	)	

12(aa)



12(bb)





13. In addition to the above tweets, retweets, replies, liked, posts, and direct messages, Radack has, upon information and belief, sent many more direct messages and encrypted messages and emails to Johansen, @jimmysllama, @Kaidinn, and to others that mention me, that are of and concerning me, and/or that disparage me. Radack refuses to disclose these documents, which are in her exclusive possession and control.

14. On June 28, 2019, I filed this action to enforce the terms of the Agreement. I engaged legal counsel at his regular and customary rate of \$400 per hour. I have suffered liquidated damages as a result of Radack's breach of the settlement agreement in the sum of \$28,000.00. I have incurred substantial attorney's fees (in a sum

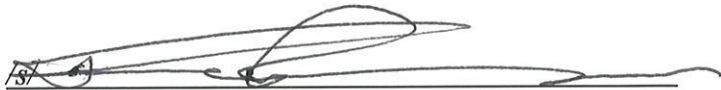
to be shown by a separate Declaration of my counsel), which are ongoing and which I am obligated to pay. I have paid \$400 in court costs to date.

15. I make this Declaration in support of my Motion for Partial Summary Judgment.

Further the affiant saith not.

In accordance with 28 U.S.C. § 1746, I declare, certify, verify, and state under penalty of perjury that the foregoing is true and correct.

Executed in Mooresville, North Carolina, on May 28, 2020.

A handwritten signature in black ink, appearing to read 'Trevor Fitzgibbon', is written over a horizontal line. The signature is stylized with a large loop at the end.

TREVOR FITZGIBBON